



SELLER'S AFFIDAVIT

I, _____, and I, _____, as seller(s) of a residence to _____ and _____, as purchaser(s), do hereby represent and warrant as follows:

1. The residence is located within the County of _____ at _____.
2. The residence is reasonably suitable for occupancy by not more than one family.
3. All of the land being sold with the residence reasonably maintains the basic livability of the residence, and to the best of (my/our) knowledge the purchasers do not intend to subdivide such land.
4.

a. The acquisition cost* of the residence as shown in the purchase contract is \$ _____.

b. Neither the purchasers nor anyone on their behalf has made any payment other than the amount shown in "a." to (me/us) or to any other person on (my/our) behalf, nor have they cancelled any debt owed by (me/us) or by any person related to (me/us).

c. (I/We) have not entered into any agreement with the purchasers of the residence pursuant to which any portion of the residence has been left unfinished or any fixtures or other architectural appointments have been omitted or removed from the residence in order to reduce the acquisition cost, and the residence as sold to the purchasers is substantially complete and contains all appropriate fixtures and other architectural appointments.

d. The purchasers are not required to pay more than a pro rata share of assessments.
5. The residence (**has/has not**) been previously occupied by the purchasers or any other person whatsoever prior to closing of the residential mortgage.
6. (Include this paragraph only if the purchasers are applying for a qualified rehabilitation loan.)

a. The purchasers will be the first occupant of the residence after the completion of the rehabilitation.

b. The residence, or the building in which the residence is located, was first used on _____. The physical work on the rehabilitation of the residence began, or will begin on a date at least 20 years later than the date on which the residence was first used.

c. The cost of rehabilitation** of the residence or the proportionate cost of rehabilitation of the building in which the residence is located attributable to the residence (% of square footage) is \$ _____, which amount is at least 25% of the acquisition cost of the residence.

d. Seventy-five percent or more of the external walls of the residence or the building in which the residence is located, which existed prior to the date physical work on the rehabilitation began, are currently in place.
7. To the best of (my/our) knowledge, the purchasers intend to occupy the residence as such purchasers' principal place of residence within 60 days of the closing of the loan.

(I/We) declare under penalty of perjury that the foregoing representations are true and correct.

Date and Place_____Signature_____

Date and Place_____Signature_____

* The term "acquisition cost" means the cost of acquiring a residence from the seller as a completed unit. The term does not include usual and reasonable settlement or financing costs. It does include the amount of any lien or assessment to which the residence is subject.

** Cost of rehabilitation means all direct expenditures for rehabilitation, but does not include general overhead, indirect charges or the cost of acquiring the building or the land.